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## **Attorney for Defendants**

**Attorney for Defendants  
Trinitas, LLC and David Oakes**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Cellular Accessories For Less, Inc., a ) Case No.: 2:12-cv-06736-DDP-SH  
California corporation. )

**STIPULATED PROTECTIVE ORDER**

Plaintiff,

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) Case No.: 2:12-cv-06736-DDP-SH

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**STIPULATED PROTECTIVE ORDER**

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Trinitas LLC, a Texas limited liability company, and David Oakes, an individual, DOES 1 through 10,

### Defendants

1       To expedite the flow of discovery materials, to facilitate the prompt resolution  
2 of disputes over confidentiality of discovery materials, to adequately protect  
3 information, the parties are entitled to keep confidential, to ensure that only materials  
4 the parties are entitled to keep confidential are subject to such treatment, and to  
5 ensure the parties are permitted reasonably necessary uses of such materials in  
6 preparation for and in the conduct of trial, pursuant to F.R.Civ.P. 26(c), the parties  
7 hereby stipulate to and request the Court to enter the following Stipulated Protective  
8 Order:

9       **A. INFORMATION SUBJECT TO THIS ORDER**

10       1. For purposes of this Order, "CONFIDENTIAL INFORMATION" shall  
11 mean all information, items or material produced for or disclosed to a Receiving  
12 Party that a Producing Party, including any party to this action and any non-party  
13 producing information, items or material voluntarily or pursuant to a subpoena or a  
14 court order, considers to constitute or to contain trade secrets and/or other  
15 confidential technical, product, design, sales, marketing, customer, financial, or other  
16 commercial information, whether embodied in physical objects, documents, or the  
17 factual knowledge of persons, and which has been designated by the Producing Party.  
18 Any CONFIDENTIAL INFORMATION obtained by any Receiving Party from any  
19 Producing Party pursuant to discovery in this litigation may be used only for  
20 purposes of preparation and litigation of this matter, i.e. for prosecuting, defending or  
21 attempting to settle this litigation.

22       2. Any document or tangible thing containing or including any  
23 CONFIDENTIAL INFORMATION may be designated as such by the Producing  
24 Party by marking copies of such material "Confidential" prior to or at the time such  
25 copies are furnished to the Receiving Party. The marking shall be accomplished by  
26 affixing the legend "Confidential" to each page of the material being designated. If  
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1 only a portion of the material on a page qualifies for protection, the Producing Party  
2 also must clearly identify the protected portion(s).

3       3. At the request of any party, the original and all copies of any deposition  
4 transcript, in whole or in part, shall be marked "Confidential" by the reporter. Any  
5 portions so designated shall thereafter be treated in accordance with the terms of this  
6 Order.

7       4. All CONFIDENTIAL INFORMATION not reduced to documentary,  
8 tangible or physical form or which cannot be conveniently designated, as set forth in  
9 Section A. 2, shall be designated by the Producing Party by informing the Receiving  
10 Party of the designation in writing (such as in the form of electronic mail). Any  
11 documents and/or physical objects made available for inspection by counsel for the  
12 Receiving Party prior to producing copies of selected items shall initially be  
13 considered, as a whole, to constitute "HIGHLY CONFIDENTIAL-ATTORNEYS'  
14 EYES ONLY" (as defined in Section D below) and shall be subject to this Order.  
15 After the Receiving Party has identified the documents that it wants copied and  
16 produced, the Producing Party shall have a reasonable time to review and designate  
17 the appropriate documents as CONFIDENTIAL INFORMATION or HIGHLY  
18 CONFIDENTIAL INFORMATION-ATTORNEYS' EYES ONLY prior to  
19 furnishing copies to the Receiving Party.

20       5. The following information is not CONFIDENTIAL INFORMATION:  
21           a. Any information which at the time of disclosure to a Receiving Party  
22 is in the public domain;  
23           b. Any information which subsequent to its disclosure to a Receiving  
24 Party, becomes part of the public domain as a result the publication not involving a  
25 violation of this Order;  
26           c. Any information that the Receiving Party can show was directly  
27 known to it prior to the disclosure; and

1                   d. Any information that the Receiving Party can show, by written  
2 records, was received by it after the disclosure from a source who obtained the  
3 information lawfully and under no obligation of confidentiality to the Producing  
4 Party.

5 **B. NO WAIVER OF PRIVILEGE**

6                   Inspection or production of documents and/or physical objects shall not  
7 constitute a waiver of the attorney-client privilege or work product immunity or any  
8 other applicable privilege, trade secret protection and/or protection under this Order  
9 as CONFIDENTIAL INFORMATION, or as HIGHLY CONFIDENTIAL  
10 INFORMATION-ATTORNEYS' EYES ONLY if, as soon as reasonably practicable  
11 after the Producing Party becomes aware of any inadvertent or unintentional  
12 disclosure, the Producing Party designates any such documents and/or physical  
13 objects as within the attorney-client privilege, work product immunity, or any other  
14 applicable privilege or protection under this Order and request return of such  
15 documents and/or physical objects to the Producing Party. Upon request by the  
16 Producing Party, the Receiving Party immediately shall return or destroy all copies of  
17 such inadvertently produced document(s) and/or physical objects. Notwithstanding  
18 this provision, outside litigation counsel of record are not required to delete  
19 information that may reside on their respective electronic back-up systems that are  
20 over-written in the normal course of business. Nothing herein shall prevent the  
21 Receiving Party from challenging the propriety of the attorney-client privilege, work  
22 product immunity or other applicable privilege or trade secret or other protection  
23 designation by submitting a written challenge to the Court.

24 **C. DISCOVERY RULES REMAIN UNCHANGED**

25                   Nothing herein shall alter or change in any way that the discovery provisions  
26 of the Federal Rules of Civil Procedure, the Local Rules for the United States District  
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1 Court for the Central District of California, or the Court's Docket Control Orders and  
2 Discovery Orders.

3 **D. INFORMATION DESIGNATED HIGHLY CONFIDENTIAL**  
4 **ATTORNEY'S EYES ONLY**

5 1. CONFIDENTIAL INFORMATION may be additionally designated  
6 "HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY." HIGHLY  
7 CONFIDENTIAL-ATTORNEYS' EYES ONLY" shall mean all CONFIDENTIAL  
8 INFORMATION that constitutes proprietary, financial, product, design or technical  
9 data or commercially sensitive competitive information including, without limitation  
10 CONFIDENTIAL INFORMATION obtained from a nonparty pursuant to a current  
11 Nondisclosure Agreement ("NDA"), CONFIDENTIAL INFORMATION relating to  
12 future products not yet commercially released, customer information, sales plans,  
13 marketing plans, and strategic plans, the disclosure of which is likely to cause harm  
14 to the competitive position of the Producing Party. Any document or tangible thing  
15 containing or including any CONFIDENTIAL INFORMATION may be designated  
16 HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY by the Producing Party  
17 by marking copies of such material "Highly Confidential-Attorneys' Eyes Only" prior  
18 to or at the time such copies are furnished to the Receiving Party. The marking shall  
19 be accomplished by affixing the legend "Highly Confidential-Attorneys' Eyes Only"  
20 to each page of the material being designated. If only a portion of the material on a  
21 page qualifies for protection, the Producing Party also must clearly identify the  
22 protected portion(s).

24 Documents and/or physical objects designated HIGHLY CONFIDENTIAL-  
25 ATTORNEYS' EYES ONLY and information contained therein shall be available  
26 only to:  
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1                             (a) outside litigation counsel of record and supporting personnel  
2 employed by those attorneys as described in Section E. 1. Below (not including in-  
3 house counsel),

4                             (b) technical advisors as described in Section E. 2 below and to have  
5 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

6                             (c) the Court and its personnel;

7                             (d) court reporters and their staff, professional jury or trial consultants,  
8 and Professional Vendors to whom disclosure is reasonably necessary for this  
9 litigation and who have signed the "Acknowledgment and Agreement to Be Bound"  
10 (Exhibit A); and

11                             (e) the author or authorized recipient of a document containing the  
12 information or a custodian or other authorized person who otherwise pose asked for  
13 new the information.

14 **E. PERSONS AUTHORIZED TO RECEIVE CONFIDENTIAL**  
15 **INFORMATION**

16                             Subject to the limitations for HIGHLY CONFIDENTIAL- ATTORNEYS'  
17 EYES ONLY designations as described in the previous sections, the following  
18 categories of persons shall have access to documents and/or physical objects  
19 designated as Confidential:

20                             1. Counsel. Counsel for a Receiving Party shall have access to the Producing  
21 Party's information designated CONFIDENTIAL. The term "counsel" shall mean  
22 attorneys for the Plaintiff, and the Defendant, working on this litigation, including  
23 both outside and in-house counsel, including supporting personnel employed by the  
24 attorneys, such as paralegals, legal translators, legal secretaries, law clerks and  
25 shorthand reporters, independent legal translators retained to translate in connection  
26 with this action, independent court reporters pertain to record and transcribe  
27 testimony in connection with this action, graphics or design services retained by  
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1 counsel for purposes of preparing demonstrative or other exhibits for deposition, trial,  
2 or other court proceedings in the actions, and non-technical jury or trial consulting  
3 services, including mock jurors, retained by counsel. Before any person other than  
4 counsel or counsel's employees and in-office independent contractors providing  
5 litigation support, may have access to the CONFIDENTIAL INFORMATION, such  
6 person shall have signed the "Acknowledgment and Agreement to Be Bound"  
7 (Exhibit A);  
8

2. Technical Advisors. Information designated CONFIDENTIAL or HIGHLY  
CONFIDENTIAL- ATTORNEYS' EYES ONLY of a Producing Party, and such  
copies, as are reasonably necessary for maintaining, defending or evaluating this  
litigation, may be furnished and disclosed to technical advisors. The term "technical  
advisor" shall mean an outside consultant or consulting or testifying expert witness  
with whom counsel may deem it necessary to consult concerning technical, financial,  
or other aspects of this case for the preparation or trial thereof. Should a Receiving  
Party find it necessary for maintaining, defending or even evaluating this litigation to  
disclose a Producing Party's CONFIDENTIAL or HIGHLY CONFIDENTIAL-  
ATTORNEYS' EYES ONLY Information to a technical advisor, no prior notice to  
the Producing Party shall be required if (a) the technical advisor is not a current  
owner, shareholder, member, manager, director, officer, employee or consultant  
(other than as a technical advisor in this litigation) of an entity engaged in the  
business of manufacturing, distributing or selling cellular phones and/or cellular  
accessories, or anticipated to become one, and (b) the technical advisor shall have  
signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A). If a person  
not meeting the criteria in (a) above is sought by the Receiving Party to be a technical  
advisor, then the Receiving Party shall first give written or e-mail notice to the  
Producing Party. Such written notice shall include the technical advisor's resume,  
curriculum vitae or other information adequate to identify the individual's current

1 employer and employment history for the past five (5) years, including consulting  
2 relationships. The Producing Party may object to the disclosure of the information to  
3 such technical advisor by notifying the Receiving Party in writing or by e-mail of any  
4 objection within ten (10) days of receiving notice of the Receiving Party's request to  
5 disclose the CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES  
6 ONLY information to such technical advisor. Thereafter, the Producing and  
7 Receiving Parties shall engage in a meet-and-confer process to address the issue. If  
8 the Receiving Party does not withdraw the name of the technical advisor, then the  
9 Producing Party may proceed by filing a motion showing good cause why the  
10 information or portions thereof shall not be disclosed to such persons. Any such  
11 motion shall be filed within 15 days after the Producing Party refuses to withdraw the  
12 name of the technical advisor. Except by further order of this Court, no  
13 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY  
14 information shall be disclosed to such technical advisor until the matter has been  
15 ruled upon by this Court or otherwise resolved. No disclosure of CONFIDENTIAL  
16 or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information shall be  
17 made to any technical advisor unless the person to whom the disclosure is to be made  
18 shall first have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
19 A) stating that he or she has read and understands this Order and agrees to be bound  
20 by its terms. Identification of a technical advisor under this Protective Order is not a  
21 waiver of any applicable consultant or work product privilege, and does not by itself  
22 subject the technical advisor to any discovery.

24 **F. MANAGEMENT OF A PARTY**

25 Subject to the provisions below, CONFIDENTIAL INFORMATION of a  
26 Producing Party, and such copies as are reasonably necessary for maintaining,  
27 defending or evaluating this litigation, may be furnished and disclosed by counsel for  
28 a Receiving Party to a control group of no more than four (4) individuals who are

1 employees, managers, and/or supporting personnel of such Receiving Party with  
2 responsibility for maintaining, defending or evaluating this litigation. Should counsel  
3 for a Receiving Party find it necessary for maintaining, defending or evaluating this  
4 litigation to disclose a Producing Party's CONFIDENTIAL INFORMATION to a  
5 control group, counsel for the Receiving Party shall first obtain from such individual  
6 a signed "Acknowledgment and Agreement to The Bound" (Exhibit A) stating that he  
7 or she has read and understands this Order and agrees to be bound by its terms. Such  
8 written agreement shall be retained by counsel for the Receiving Party, but need not  
9 be disclosed to the Producing Party.

10 **G. CHALLENGES TO CONFIDENTIALITY DESIGNATIONS**

11 In the event that the Receiving Party contends that produced information has  
12 been improperly designated under this Order, the Receiving Party shall first request  
13 that the Producing Party modify its confidentiality designation. If the Producing  
14 Party declines to change its designation or fails to respond to the Receiving Party's  
15 written request within ten (10) days, the Receiving Party may file a motion in  
16 accordance with the requirements of L.R. 37 to have the Court modify the  
17 designation.

18 **H. USE OF MATERIALS DESIGNATED UNDER THIS ORDER**

19 1. CONFIDENTIAL and HIGHLY CONFIDENTIAL-ATTORNEYS' EYES  
20 ONLY information shall be held in confidence by each person to whom it is  
21 disclosed, shall be used only for purposes of this litigation, should not be used for any  
22 business purpose, and shall not be disclosed to any person who is not entitled to  
23 receive such information as provided herein. All produced CONFIDENTIAL and  
24 HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information shall be  
25 carefully maintained so as to preclude access by persons who are not entitled to  
26 receive such information.  
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1       2. Except as may be otherwise ordered by the Court, any person may be  
2 examined as a witness at deposition and trial and may testify concerning all  
3 CONFIDENTIAL and HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY  
4 information of which such person had knowledge prior to any such designations.  
5 Without in any way limiting the generality of the foregoing:

6           a. A present director, officer, and/or employee of a Producing Party  
7 (who is designated to testify by the Producing Party and who is permitted to have  
8 access to such information) may be examined and may testify concerning all  
9 CONFIDENTIAL and HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY  
10 information which has been produced by that party;

11           b. A former director, officer, agent and/or employee of a Producing  
12 Party may be examined and may testify concerning all CONFIDENTIAL and  
13 HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information of which he  
14 or she has authorized prior knowledge, including any CONFIDENTIAL and  
15 HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information that refers to  
16 matters of which the witness has authorized personal knowledge, which has been  
17 produced by that party and which pertains to the period or periods of his or her  
18 employment; and

19           c. Non-party witnesses may be examined or testify concerning any  
20 document containing CONFIDENTIAL and HIGHLY CONFIDENTIAL-  
21 ATTORNEYS' EYES ONLY information of a Producing Party which appears on its  
22 face or from other documents or testimony to have been received from or  
23 communicated to the non-party witness as a result of any contact or relationship with  
24 the Producing Party or a representative of a Producing Party. Any person other than  
25 the witness, his or her attorney(s), or any other person qualified to receive  
26 CONFIDENTIAL and HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY  
27 information under this Order shall be excluded from the portion of the examination

1 concerning such information, unless the Producing Party consents to persons other  
2 than qualified recipients being present at the examination. If the witness is  
3 represented by an attorney who is not qualified under this Order to receive such  
4 information, and prior to or at the examination, the Producing Party shall request that  
5 the attorney provide a signed statement, in the form of Exhibit A hereto, that he or  
6 she will comply with the terms of this Order to maintain the confidentiality of  
7 CONFIDENTIAL and HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY  
8 information disclosed during the course of the examination. In the event that such  
9 attorney declines to sign such a signed statement prior to the examination, the parties,  
10 by their attorneys, shall jointly seek a protective order from the Court prohibiting the  
11 attorney from disclosing CONFIDENTIAL and HIGHLY CONFIDENTIAL-  
12 ATTORNEYS' EYES ONLY information.  
13

14       3. Any party seeking to file documents that have been designated confidential,  
15 or that contain material that has been so designated, must seek a stipulation or  
16 application to file under seal pursuant to Local Rule 79-5 and otherwise comply with  
17 all requirements of Local Rule 79-5.

18       4. Nothing in this Order shall prohibit the transmission or communication of  
19 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY  
20 information between and among qualified recipients:

- 21           a. By hand delivery;
- 22           b. In sealed envelopes; or

23           c. By telephone, facsimile, e-mail or other electronic transmission  
24 system; or where, under the circumstances, there is no reasonable likelihood that the  
25 transmission will be intercepted or misused by any person who is not a qualified  
26 recipient.

27       5. CONFIDENTIAL and HIGHLY CONFIDENTIAL-ATTORNEYS' EYES  
28 ONLY information shall not be copied or otherwise produced by a Receiving Party,

1 except for transmission to qualified recipients, without the written permission of the  
2 Producing Party, or, in the alternative, by further Order of the Court. Nothing herein  
3 shall, however, restrict a qualified recipient from making working copies, abstracts,  
4 digests and analyses of CONFIDENTIAL or HIGHLY CONFIDENTIAL-  
5 ATTORNEYS' EYES ONLY information for use in connection with this litigation.  
6 Such working copies, abstracts, digests and analyses shall be deemed  
7 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY  
8 information under the terms of this Order.

9 **I. NONPARTY USE OF THIS PROTECTIVE ORDER**

10       1. A nonparty producing information or material voluntarily or pursuant to a  
11 subpoena or a court order may designate such material or information as  
12 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY  
13 information pursuant to the terms of this Stipulated Protective Order.

14       2. A nonparty's use of this Stipulated Protective Order to protect its  
15 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY  
16 information does not by itself entitle the nonparty to access to CONFIDENTIAL or  
17 HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information produced by  
18 any party in this case.

20 **J. MISCELLANEOUS PROVISIONS**

21       1. Any of the notice requirements herein may be waived, in whole or in part,  
22 but only in writing signed by the attorney-in-charge for the party against whom such  
23 waiver will be effective.

24       2. The inadvertent or unintentional production of documents or information  
25 containing CONFIDENTIAL and/or HIGHLY CONFIDENTIAL-ATTORNEYS'  
26 EYES ONLY information which are not so designated shall not be deemed a waiver  
27 in whole or in part of a claim for confidential treatment.

1       3. Within sixty (60) days after the entry of a final non-appealable judgment or  
2 order, or the complete settlement of all claims asserted against all parties in the  
3 action, each party shall, at its option, either return to the Producing Party or destroy  
4 all physical objects, and all documents marked CONFIDENTIAL or HIGHLY  
5 CONFIDENTIAL-ATTORNEYS' EYES ONLY which were received from the  
6 Producing Party, and shall destroy in whatever form stored or reproduced, all  
7 physical objects, and documents, including but not limited to, correspondence,  
8 memoranda, notes and other work product materials, which contain or refer to  
9 CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY  
10 information. Notwithstanding this provision, outside litigation counsel of record is  
11 not required to delete information that may reside on their respective electronic  
12 back-up systems that are over-written in the normal course of business.  
13  
14 Notwithstanding the foregoing, counsel shall be entitled to maintain copies of all  
15 pleadings, motions and trial briefs (including all supporting and opposing papers and  
16 exhibits thereto), written discovery requests and responses (and exhibits thereto),  
17 deposition transcripts (and exhibits thereto), trial transcripts, and exhibits offered or  
18 introduced into evidence in any hearing or trial.

19       4. This Order is entered without prejudice to the right of any party to apply to  
20 the Court at any time for additional protection, or to relax or rescind the restrictions  
21 of this Order, when convenience or necessity requires it. No modification by the  
22 parties shall have the force or effect of the Court order unless the Court approves the  
23 modification.

24       ///  
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27       5. Nothing in this Order, or actions taken under it, shall be construed as  
28 waiving any legal right, claim or defense of the respective parties.

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3 DATED: March 21, 2013

Respectfully submitted,  
COTMAN IP LAW GROUP, PLC

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6 By: \_\_\_\_\_  
7 Daniel C. Cotman  
8 Nelson E. Brestoff (*of counsel*)  
9 Attorney for Plaintiffs  
10 Cellular Accessories For Less, Inc.

11 DATED: March 21, 2013

LAPIDUS & LAPIDUS, PLC  
12 MOSTER WYNNE & RESSLER, P.C.  
13  
14  
15

By: \_\_\_\_\_  
16 DANIEL C. LAPIDUS  
17 MELANIE J. COGBURN  
18 Attorney for Defendants  
19 Trinitas, LLC and David Oakes  
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1 ORDER  
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The foregoing Stipulated Protecti

ED.

4 Dated March 21, 2013

  
5 Hon. Stephen J. Hillman  
United States Magistrate Judge

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## **Attorney for Defendants**

**Attorney for Defendants  
Trinitas LLC and David Oakes**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

Cellular Accessories For Less, Inc., a ) Case No.: 2:12-cv-06736-DDP-SH  
California corporation. )

) EXHIBIT A TO STIPULATED  
Plaintiff. ) PROTECTIVE ORDER

C, a Texas limited liability )

and David Oakes, an )

DOES 1 through 10

DOES 1 through 10,

$$\sum_{i=1}^n f_i = 1$$

Defendants. )

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**AGREEMENT TO BE BOUND BY**  
**STIPULATED PROTECTIVE ORDER**

I, \_\_\_\_\_, state:

1. I reside at \_\_\_\_\_.

2. My present employer is \_\_\_\_\_.

3. My present occupation or job description is \_\_\_\_\_.

4. I have read the Stipulated Protective Order dated \_\_\_\_\_ 2013, and  
have been engaged as \_\_\_\_\_ on behalf of \_\_\_\_\_  
\_\_\_\_\_ in the preparation and conduct of the subject litigation.

5. I am fully familiar with and agree to comply with and be bound by the provisions of said Order. I understand that I am to retain all copies of any documents and/or physical objects designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information in a secure manner, and that where upon the copies in any writings prepared by me containing any CONFIDENTIAL or HIGHLY CONFIDENTIAL-ATTORNEYS' EYES ONLY information are to be returned to counsel who provided me with such material.

6. I will not disclose confidentiality designated information to persons other than those specifically authorized by said Order, and will not copy or use except solely for the purpose of this action, any information obtained pursuant to said Order, except as provided in said Order. I also agree to notify any assistants, who are required to assist me, of the terms of said Order and I will direct these assistants to comply with the terms of said Order.

7. In accordance with Section E. 2 of the Protective Order (if applicable), I have attached my resume, curriculum vitae or other information to this executed

1 Confidentiality Agreement sufficient to identify my current employer and  
2 employment history for the past five (5) years, including all consulting relationships.

3 I state under penalty of perjury under the laws of the United States of America  
4 that the foregoing is true and correct.

5 Executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2013.  
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**STIPULATED PROTECTIVE ORDER**